

BANKRUPTCY RECOVERY GROUP, LLC
TALITHA GRAY KOZLOWSKI, ESQ.
Nevada Bar No. 9040
Email: tgray@brg.legal
GARRETT NYE, ESQ.
Illinois Bar No. 6329215
(Pro Hac Vice Granted)
Email: gnye@brg.legal
7251 Amigo Street, Suite 210
Las Vegas, Nevada 89119
Tel: 702-483-6126
Attorneys for Debtor

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

IN RE:	Case No. 23-10423-mkn
CASH CLOUD, INC., d/b/a COIN CLOUD, Debtor.	Chapter 11
CASH CLOUD, INC. d/b/a COIN CLOUD, Plaintiff, v. TWILIO INC., Defendant.	Adv. Pro. No. 25-01087-mkn Hearing Date: April 15, 2025 Hearing Time: 10:30 a.m.

**DECLARATION OF TALITHA GRAY KOZLOWSKI, ESQ. IN SUPPORT OF
MOTION: (I) PURSUANT TO FED. R. BANKR. P. 9019 TO AUTHORIZE AND
APPROVE SETTLEMENTS BETWEEN DEBTOR AND (1) 7-ELEVEN, INC.; (2)
AMERICAN EXPRESS NATIONAL BANK; (3) SECURETRANS, INC.; (4) BIBBEO
LTD.; (5) CYBERCODERS, INC.; (6) DATAART SOLUTIONS, INC.; (7) DSH
DELIVERY LLC; (8) GRANITE TELECOMMUNICATIONS LLC; (9) H-E-B, LP; (10)
LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.; (11) RANDSTAD NORTH
AMERICA, INC.; (12) REPUBLIC SILVER STATE DISPOSAL, INC.; (13) SIEMENS
INDUSTRY, INC.; (14) SIMON PROPERTY GROUP, INC.; (15) SMITH & SHAPIRO
PLLC; (16) TWILIO INC.; AND (17) STATE REGULATORY REGISTRY LLC; AND
(II) PURSUANT TO FED. R. BANKR. P. 328, 330, AND 331 FOR AWARD AND
PAYMENT OF CONTINGENCY FEE AND EXPENSES**

1 I, Talitha Gray Kozlowski, hereby declare as follows:

2 1. I am over the age of 18 and mentally competent. I have personal knowledge of the
3 facts in this matter and if called upon to testify, could and would do so. I make this declaration in
4 support of the *Motion: (I) Pursuant to Fed. R. Bankr. P. 9019 to Authorize and Approve*
5 *Settlements Between Debtor and (1) 7-Eleven, Inc.; (2) American Express National Bank; (3)*
6 *Securetrans, Inc.; (4) Bibbeo Ltd.; (5) CyberCoders, Inc.; (6) DataArt Solutions, Inc.; (7) DSH*
7 *Delivery LLC; (8) Granites Telecommunications LLC; (9) H-E-B, LP; (10) Love's Travel Stops &*
8 *Country Stores, Inc.; (11) Randstad North America, Inc.; (12) Republic Silver State Disposal, Inc.;*
9 *(13) Siemens Industry, Inc.; (14) Simon Property Group, Inc.; (15) Smith & Shapiro PLLC; (16)*
10 *Twilio, Inc.; and (17) State Regulatory Registry LLC; and (II) Pursuant to Fed. R. Bankr. P. 328,*
11 *330, and 331 for Award and Payment of Contingency Fee and Expenses (the "Motion").*¹

12 2. I am an attorney licensed to practice law in the State of Nevada. I am a member of
13 Bankruptcy Recovery Group, LLC ("BRG"), which maintains an office in Las Vegas, Nevada at
14 7251 Amigo Street, Suite 210, Las Vegas, Nevada 89119. I am admitted to practice law before
15 this Court.

16 3. After being employed as Debtor's special counsel to prosecute the Chapter 5
17 Claims, BRG analyzed the Debtor's estate's Chapter 5 Claims against each of the Settling
18 Transferees and sent demand letters accompanied with draft complaints (the "Demand Packages")
19 to each of the Settling Transferees.

20 4. After receiving the Demand Packages and/or Complaints, each of the Settling
21 Transferees either accepted Debtor's initial settlement offer or provided responses, either asserting
22 defenses, including new value and ordinary course defenses, or making counteroffers to the
23 settlement offers made by Debtor. A brief description of defenses raised by the Settling
24 Transferees is contained in Exhibit 1.

25
26
27 ¹ Unless otherwise expressly stated herein, all undefined, capitalized terms shall have the meaning ascribed to them
28 in the Motion.

1 5. To the extent a Settling Transferee asserted a defense to Debtor's claim, the
2 defenses were reviewed and analyzed, informal discovery was undertaken where necessary, and
3 negotiations ensued.

4 6. The process above resulted in the proposed settlements summarized on Exhibit 1
5 and memorialized in the Settlement Agreements attached as Exhibits 3 through 19 ("Settlement
6 Agreements").

7 7. The settlement amount for each of the claims against the Settling Transferees falls
8 well within the range of litigation possibilities. BRG discussed the claims with the Settling
9 Transferees and, where appropriate, took informal discovery. BRG assessed the information
10 gathered along with Debtors' records and information otherwise available on the docket. Credit
11 for any subsequent new value was provided (11 U.S.C. § 547(c)(4)) and other asserted defenses
12 (if any) were weighted. BRG provided its best estimate of what liability might look like to the
13 Debtor should these matters proceed to litigation. Based on those estimates, these settlements, in
14 aggregate, represent a recovery of 78% of anticipated liability after providing a credit for
15 subsequent new value.

16 8. BRG was charged with considering and investigating Chapter 5 claims against
17 more than 92 potential targets. BRG invested substantial resources reviewing Debtor's records to
18 identify and then analyze claims against potential transferees. As a result, BRG's efforts included
19 reviewing, analyzing and making recommendations regarding claims that were not viable. The
20 contingency fee agreement does not compensate BRG for these significant efforts that benefited
21 the estate. Rather, these efforts are part of the basket of services BRG provides to the Debtor and
22 the estate.

23 9. The services provided by BRG were reasonable and necessary under the
24 circumstances of the bankruptcy case and compensation for such fees to BRG is appropriate and
25 should be allowed.

26 10. BRG seeks payment of its contingency fee of \$33,528.43, which will be paid from
27 the settlement proceeds paid by the Settling Transferees.

28 11. BRG seeks reimbursement for the following reimbursement of expenses advanced

1 by BRG, which will be paid from the settlement proceeds paid by the Settling Transferees. BRG
2 has not charged for copies.

Description of Expenses	Amount
Postage for mailing	\$1,229.70
UPS	\$63.17
Pro Hac Application	\$250.00
Bankruptcy Court Filing Fees for 44 Adversary Complaints	\$15,400.00

3
4
5
6
7
8
9 12. There is no agreement or understanding between BRG and any other person, other
10 than members of the firm, for the sharing of compensation to be received for services rendered in
11 this bankruptcy case.

12 I declare under penalty of perjury of the laws of the United States that these facts are true
13 to the best of my knowledge and belief.

14 DATED this 14th day of March 2025.

15
16 /s/ Talitha Gray Kozlowski
17 TALITHA GRAY KOZLOWSKI, ESQ.
18
19
20
21
22
23
24
25
26
27
28